

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

THIS DOCUMENT RELATES TO:

Plaintiffs' Master Administrative Long
Form Complaint and

STEVEN OCTAVIEN, Plaintiff

No. 12-md-2323 (AB)

MDL No. 2323

**PETITION TO ESTABLISH
ATTORNEY'S LIEN**

AND NOW come Petitioners, Sol Weiss and Larry Coben for Anapol Weiss ("Anapol Weiss"), pursuant to an executed Agreement for Legal Services ("Agreement") to petition and states as follows:

1. Petitioners are attorneys at law admitted to practice before the courts of Pennsylvania and file this Petition to establish a lien for attorneys' fees as set forth hereinafter.

2. On or about August 25, 2012, Plaintiff, Steven Octavien retained Anapol Weiss pursuant to the Agreement to pursue a claim for injuries and damages allegedly caused by the National Football League's conduct associated with football-related concussions and head and brain injuries.

3. The Agreement, states in part, that: "I further agree that should I discharge said attorneys, my attorneys shall be entitled to immediate reimbursement of costs and disbursements and that I shall be liable to pay attorneys either a payment of a fee according to the above-agreed upon percentage of any settlement offers obtained prior to discharge or a payment based upon time

actually expended or reasonably estimated at the attorney's prevailing rates for work performed prior to discharge."

4. When Anapol Weiss entered into a contract with Plaintiff, it entered into the risk and expense of the litigation before any settlement discussion had been held.

5. Pursuant to this Agreement, Anapol Weiss filed a Complaint on Plaintiff's behalf on June 5, 2013, which is the subject of this instant action.

6. From the date Plaintiff authorized Anapol Weiss to proceed on his behalf, Anapol Weiss actively and diligently investigated, prepared, and pursued Plaintiff's claims, and took all steps necessary to prosecute those claims, including, but not limited to, the preparation and filing of complaints, correspondence and communications with the clients, preparation and review of clients' factual and legal circumstances, retaining experts, drafting and providing client updates, analyzing Plaintiff's medical status and need for medical testing, and more.

7. On February 17, 2017, Anapol Weiss registered Plaintiff for the NFL Concussion Settlement Program.

8. On March 16, 2023, Plaintiff notified Anapol Weiss that he had elected to discharge the firm and proceed with different representation in the NFL Concussion Settlement Program.

9. Plaintiff did not terminate Anapol Weiss due to any malfeasance or other improper action.

10. Anapol Weiss claims the right to have a lien for attorneys' fees and expenses established and enforced upon any sums to be derived from any settlement or judgment obtained or to be obtained by Plaintiff in this action.

WHEREFORE, the Petitioner prays:

1. That an attorney's lien be established;
2. That the amount of the lien be determined;
3. That the Court order that Anapol Weiss be entitled to enforce an attorney's lien against the proceeds to be derived from any settlement or judgment in this action;
4. That the Defendant or the Defendant's insurer be prohibited from paying to the Plaintiff's any sums of money until said lien has been satisfied; and
5. For such other further relief as this Court deems just.

Dated: March 17, 2023

Respectfully submitted,

ANAPOL WEISS

/s/ Sol H. Weiss

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CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Petition to Establish Attorney's Lien was served electronically via the Court's electronic filing system on the 17th day of March, 2023 upon all counsel of record.

s/ Sol H. Weiss
Sol H. Weiss, Esquire